

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

BARROSO, INC. dba
GUAJILLO MEXICAN CUISINE

Plaintiff,

Civil Action No. 1:20-cv-632

V.

TWIN CITY FIRE INSURANCE
COMPANY

and

COMMONWEALTH OF VIRGINIA

Defendants.

**DEFENDANT TWIN CITY FIRE INSURANCE
COMPANY'S NOTICE OF SUPPLEMENTAL AUTHORITY IN
SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT AND IN
OPPOSITION TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT**

Defendant Twin City Fire Insurance Company (“Twin City”) submits this notice to advise the Court of the following recent supplemental authority in support of Twin City’s pending Motion for Summary Judgment and In Opposition to Plaintiff’s Motion for Partial Summary Judgment (Dkt. 22):

- *Franklin EWC, Inc. v. Hartford Fin. Servs. Grp., Inc.*, No. 20-cv-04434 JSC, 2020 WL 5642483 (N.D. Cal. Sept. 22, 2020) (granting Sentinel Insurance Company’s motion to dismiss lawsuit seeking coverage for COVID-related losses because “the Virus Exclusion applies under its plain and unambiguous language,” and further ruling that there was no coverage under the policy’s Civil Authority provision because the closure orders at issue were not a Covered Cause of Loss).

- *Infinity Exhibits, Inc. v. Certain Underwriters at Lloyd's London Known as Syndicate PEM 4000 et al.*, No. 8:20-CV-1605-T-30AEP, 2020 WL 5791583, at *3 (M.D. Fla. Sept. 28, 2020) (granting an insurer's motion to dismiss lawsuit seeking recovery for COVID-related economic losses because "Florida law and the plain language of the Policies reflect that actual, concrete damage is necessary.").
- *Oral Surgeons, P.C. v. Cincinnati Ins. Co.*, No. 4:20-cv-00222-CRW-SBJ (S.D. Iowa Sept. 29, 2020) (granting insurer's motion to dismiss lawsuit seeking coverage for losses related to COVID-19, as "[r]ecent cases cited by Cincinnati have held that virus-related closures of business do not amount to direct loss to property covered by the Cincinnati policy of insurance.").
- *It's Nice, Inc. v. State Farm Fire and Casualty Co.*, No. 20-L-547 (Ill. Cir. Ct. Sept. 29, 2020) (granting motion to dismiss lawsuit seeking coverage for COVID-19-related losses because there was no physical alteration or structural degradation of the property).
- *Rhonda Hill Wilson, et al. v. Hartford Casualty Co.*, No. 20-3384, 2020 WL 5820800 (E.D. Pa. Sept. 30, 2020) (granting Hartford Casualty Company's motion to dismiss lawsuit claiming coverage for COVID-19-related losses because the Virus Exclusion barred coverage, the Virus Exclusion precluded Civil Authority Coverage, and the Virus Exclusion's anti-concurrent causation clause precluded coverage even if government closure orders were considered to be a separate cause of loss).

These decisions are attached hereto as Exhibits A-E.

Dated this 2nd day of October, 2020.

Respectfully submitted,

By: /s/ Sarah D. Gordon

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CERTIFICATE OF SERVICE

On the date given below, I caused the foregoing to be served on the following individual via ECF:

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Dated this 2nd day of October, 2020.

/s/ Sarah D. Gordon